

# **Exhibit O**

**POLICY NUMBER:** SBCGL0275600

**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the company providing this insurance.

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and this endorsement amends the policy as follows:

- A. Expected or Intended Injury – removed exclusion for “property damage” resulting from the use of reasonable force to protect persons or property;
- B. Non-owned Watercraft Extension – coverage length is increased to 58 ft.;
- C. Supplementary Payments – bail bonds increased to \$5,000/Loss of earnings increased to \$1,000 each day; added employee indemnification defense coverage
- D. Who Is An Insured – broadened to include newly acquired or formed organizations until policy expiration; added blanket additional insured status for funding source;
- E. Notice and Knowledge of Occurrence;
- F. Unintentional Failure To Disclose Hazards – coverage is not prejudiced;
- G. Broadened definition of Advertising Injury – includes televised or videotaped publication;
- H. Bodily Injury – extension of coverage;
- I. Personal Injury – amended definition to include abuse of process/discrimination;
- J. Liberalization Clause
- K. Damage To Premises Rented To You Extension
  - Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage

- Limit increased to \$300,000

- L. Blanket Waiver of Subrogation
- M. Incidental Medical Malpractice Injury
- N. Injury to Co-Employees and Co-Volunteer Workers

**A. Expected Or Intended Injury**

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, 2. Exclusions, a. Expected Or Intended Injury is deleted and replaced by the following:

- a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**B. Non-owned Watercraft Extension**

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, 2. Exclusions, g. Aircraft, Auto Or Watercraft, (2) is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge.

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

The coverage provided by this non-owned watercraft extension is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**C. Supplementary Payments**

Section I – Coverages, Supplementary Payments – Coverages A and B is amended as follows:

- a. The limit for the cost of bail bonds is changed from \$250 to \$5,000; and
- b. The limit for loss of earnings is changed from \$250 a day to \$1,000 a day.
- c. The following is added:
  - 3. We will pay on your behalf defense costs incurred by an “employee” in a criminal proceeding. However, you must have a prior written agreement with such “employee” whereby you agree to indemnify the “employee” for such defense costs and the agreement includes a provision for repayment of defense costs in the event of an adverse judgment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the number of employees, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

**D. Who Is An Insured**

Section II – Who Is An Insured is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, 3., a. is amended to read as follows:
  - a. Coverage under this provision is afforded until the end of the policy period.
2. The following is added:
  4. Any person or organization with respect to their liability arising out of:
    - a. Their financial control of you; and
    - b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

#### **E. Notice and Knowledge of Occurrence**

1. If you report an accident, injury, or "occurrence" to your workers' compensation insurer or your auto liability insurer and later you discover that you should have reported the accident or "occurrence" to us, we will not consider your failure to report the accident or "occurrence" earlier a violation of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in The Event of an Occurrence, Offense, Claim or Suit, as long as you give us notice as soon as you are aware that the "occurrence" may be a general liability claim rather than an auto liability claim or a workers' compensation claim.
2. Section IV – Commercial General Liability Conditions, 2. Duties In The Event of Occurrence, Offense, Claim or Suit, subparagraph a. is deleted and replaced by the following:
  - a. You must see to it that we are notified promptly of an "occurrence" or an offense which may result in a claim. You, or someone acting on your behalf, must give this notice to us or any of our authorized agents as soon as practicable after you know of the "occurrence" or offense if you are an individual; after one of your partners knows of the "occurrence" or offense if you are a partnership; or after one of your executive officers or your insurance manager knows of the "occurrence" or offense if you are a corporation. Notice should include:
    - (1) How, when, and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses, and
    - (3) The nature and "location" of any injury or damage arising out of the "occurrence" or offense.

However, knowledge of an "occurrence", offense, claim or "suit" by an agent, servant, or "employee" of any insured, and receipt of any demand, notice, summons, or other legal paper in connection with a claim or "suit" by any agent, servant, or "employee" of any insured, shall not in itself constitute your knowledge unless one of your officers, managers or partners has received such demand, notice, summons, or legal paper from the agent, servant, or "employee."

#### **F. Unintentional Failure To Disclose Hazards**

Section IV – Commercial General Liability Conditions, 6. Representations is amended to include the following:

- d. Your failure to disclose all hazards or prior "occurrences" known or existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### **G. Advertising Injury – Televised Or Videotaped Publication**

1. Section V – Definitions, 14. d and e are deleted and replaced by the following:
  14. “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:
    - d. Oral, written, televised or videotaped publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
    - e. Oral, written, televised or videotaped publication, in any manner, of material that violates a person’s right of privacy;
2. Section I – Coverages, Coverage B Personal and Advertising Injury Liability, 2. Exclusions, b. and c. are deleted and replaced by the following:
  - b. Material Published With Knowledge Of Falsity  
“Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
  - c. Material Published Prior To Policy Period  
“Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

#### **H. Bodily Injury – Extension of Coverage**

Section V – Definitions, 3. is deleted and replaced by the following:

3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, and includes mental anguish, mental injury, shock or humiliation resulting from these. Except for mental anguish, mental injury, shock or humiliation, “bodily injury” also includes death resulting from such bodily injury, sickness or disease.

#### **I. Personal Injury – Abuse Of Process/Discrimination**

If Personal and Advertising Injury Liability Coverage (Coverage B) is not otherwise excluded from this Coverage Part, Section V – Definitions, 14. is amended as follows:

1. Item b. is deleted and replaced by the following:
  - b. Malicious prosecution or abuse of process;
2. The following is added:
  - h. Discrimination based on race, color, religion, gender, marital status, sexual orientation or preference, physical or mental condition, age, national origin or other protected class or characteristic established by any federal, state or local statutes, rules or regulations, except when:
    - (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
      - (a) Any insured; or
      - (b) Any executive officer, director, stockholder, partner or member of the insured; or

- (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- (3) Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The insurance afforded by this paragraph h. does not apply to fines or penalties imposed because of discrimination.

#### **J. Liberalization**

If we revise or replace our policy form to provide more coverage without additional premium charge, we will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **K. Damage To Premises Rented To You Extension**

1. The last paragraph of 2. Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I - Coverages is deleted and replaced by the following:

Exclusions c. through n. do not apply to damages to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of Section III – Limits of Insurance is deleted and replaced by the following:

6.a. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, explosion, lightning, smoke, aircraft or vehicle or riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage or any combination of any of these.

- b. The Damage to Premises Rented to You Limit will be the higher of:

- (1) \$300,000; or

(2) The amount shown on the Declarations for Damage to Premises Rented to You Limit.

4. Paragraph 9.a. of the definition of “insured contract” under Section V– Definitions, is deleted and replaced by the following:

“Insured contract” means a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage to premises while rented to you, or temporarily occupied by you with the permission of the owner is not an “insured contract”.

5. This Extension does not apply if coverage for Damage to Premises Rented to You of Coverage A. Bodily Injury And Property Damage Liability of Section I– Coverages is excluded by endorsement.

#### **L. BLANKET WAIVER OF SUBROGATION**

The following is added to Section IV– Commercial General Liability Conditions:

##### **Waiver of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; “your work”; or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

#### **M. INCIDENTAL MEDICAL MALPRACTICE INJURY**

1. For insurance applicable to this Extension, the definition of “bodily injury” in Section V– Definitions is amended to include, “Incidental medical malpractice injury”.
2. The following definition is added to Section V– Definitions:

“Incidental medical malpractice injury” means “bodily injury”, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - c. First aid; or
  - d. “Good Samaritan Services”. As used in this Extension, “Good Samaritan Services” are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of Section II -Who Is An Insured does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in Paragraph 2. above and while acting within the scope of their employment by you. Any “employees” rendering “Good Samaritan Services” will be deemed to be acting within the scope of their employment by you.
  4. The following exclusion is added to Paragraph 2. Exclusions of Coverage A. – Bodily Injury And Property Damage Liability of Section I – Coverages:

This insurance does not apply to liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable Limits of Insurance of this Extension, any act or omission, together with all related acts or omissions in the furnishing of services described in Paragraph 2.a. through 2.d. above to any one person, will be considered one "occurrence".
6. This Extension does not apply if you are in the business or occupation of providing any of the services described in Paragraph 2. above.
7. The insurance provided by this Extension shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

#### **N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

1. Section II– Who Is An Insured is amended to include your "employees" as insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Section II– Who Is An Insured is amended to include your "volunteer workers" as insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

All other terms and conditions remain unchanged.